

October 16, 2015

Honorable Stacy Ruble Secretary Postal Regulatory Commission 901 New York Avenue, NW, Suite 200 Washington, DC 20268-0001

Dear Mr. Ruble:

Pursuant to 39 U.S.C. § 407(d)(2), the U.S. Postal Service (Postal Service) is providing a copy of an operational agreement for the Kahala Posts Group (KPG) – Agreement for the Addition of Thailand Post as a Full Member of the Kahala Posts Group ("KPG"). Eight of the nine members of the Kahala Posts Group signed the Agreement for the Addition of Thailand Post. The Postal Service will file the remaining signature with the Postal Regulatory Commission after the Postal Service receives it. The Postal Service has marked the non-public versions of the documents as "Confidential" and "Non-Public" because the documents contain information considered confidential and commercially sensitive by the affected postal operators and the Postal Service.

The Postal Service considers certain portions of the documents to be protected by 39 U.S.C. § 410(c)(2) and thereby not subject to mandatory disclosure under the Freedom of Information Act (FOIA). Further, the documents contain the commercial information of several postal operators, and as such, certain portions of the instruments are subject to protection under Exemption 4 of the FOIA. Consequently, we have attached an application for non-public treatment of these documents under 39 C.F.R. § 3007.21. In addition, we respectfully request that the Postal Regulatory Commission coordinate with us in the event that the documents become subject to a FOIA request, so that we can engage in appropriate consultations with the affected postal operators.

Please feel free to contact me if further information would be helpful.

Sincerely,

Anthony Alverno Chief Counsel,

Global Business and Service Development

Enclosure

## APPLICATION OF THE UNITED STATES POSTAL SERVICE FOR NON-PUBLIC TREATMENT OF MATERIALS

In accordance with 39 C.F.R. § 3007.21, the United States Postal Service (Postal Service) hereby applies for non-public treatment of the enclosed operational agreement for improvement of international postal services, particularly express, packages and logistic services, among members of the Kahala Posts Group (KPG)<sup>1</sup> and the following agency of a foreign government: Thailand Post. The Postal Service is transmitting this agreement to the Postal Regulatory Commission (Commission) in accordance with 39 U.S.C. § 407(d). A redacted version of the agreement is enclosed with the instant transmittal. The Postal Service hereby furnishes the justification required for this application by 39 C.F.R. § 3007.21(c) below.

(1) The rationale for claiming that the materials are non-public, including the specific statutory basis for the claim, and a statement justifying application of the provision(s);

Information of a commercial nature, which under good business practice would not be publicly disclosed, as well as third party business information, is not required to be disclosed to the public. 39 U.S.C. § 410(c)(2); 5 U.S.C. § 552(b)(4). The Commission may determine the appropriate level of confidentiality to be afforded to such information after weighing the nature and extent of the likely commercial injury to the Postal Service against the public interest in maintaining the financial transparency of a government establishment

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<sup>&</sup>lt;sup>1</sup> At the time of the execution of the agreement, members of the KPG included: The U.S. Postal Service, Australian Postal Corporation, China Post Group, Correros y Telégrafos SAE, Groupe La Poste, Hongkong Post, Japan Post Service Co., Ltd., Korea Post, and the Royal Mail Group, Ltd.

competing in commercial markets. 39 U.S.C. § 504(g)(3)(A).<sup>2</sup> Because the portions of materials filed non-publicly fall within the scope of information not required to be publicly disclosed, the Postal Service asks the Commission to support its determination that this agreement is exempt from public disclosure and grant its application for their non-public treatment.

(2) Identification, including name, phone number, and e-mail address for any third party who is known to have a proprietary interest in the materials, or if such an identification is sensitive, contact information for a Postal Service employee who shall provide notice to that third party;

In the case of agreements such as the one transmitted here, the Postal Service believes that the postal operators that are parties to the agreement are the only third parties with a proprietary interest in the materials. The Postal Service identifies as an appropriate contact person Vincent Mougey, General Manager, KPG, Jubilee Center 9/F #905, 18 Fenwick Street, Wan Chai, Hong Kong, Hong Kong. Mr. Mougey's phone number is +852 2528 6716, and his email address is vincent.j.mougey@usps.gov. The Postal Service has already informed the member posts of KPG, in compliance with 39 C.F.R. § 3007.20(b), about the nature and scope of this filing and about the postal operators' ability to address any confidentiality concerns directly with the Commission.

(3) A description of the materials claimed to be non-public in a manner that, without revealing the materials at issue, would allow a person to thoroughly evaluate the basis for the claim that they are non-public;

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<sup>&</sup>lt;sup>2</sup> The Commission has indicated that "likely commercial injury" should be construed broadly to encompass other types of injury, such as harms to privacy, deliberative process, or law enforcement interests. PRC Order No. 194, Second Notice of Proposed Rulemaking to Establish a Procedure for According Appropriate Confidentiality, Docket No. RM2008-1, Mar. 20, 2009, at

As required by 39 U.S.C. § 407(d), the Postal Service is transmitting an agreement with foreign postal operators, certain of which are agencies of a foreign government.

The agreement includes information concerning the measurement of Service Objectives, Targets, and Levels of Achievement for Standard (EMS) items, a target and level of achievement for dispatch and delivery of Standard (EMS) items, a target and level of achievement for End-to-End Standard (EMS) Service, a target for electronic data interchange (EDI) events transmissions, and targets for End-to-End Air Parcels Service. The agreement also includes information concerning fees required to join the KPG; information technology support, maintenance and enhancement; and product market launch schedules. The Postal Service maintains that the redacted portions of the document should remain confidential.

# (4) Particular identification of the nature and extent of commercial harm alleged and the likelihood of such harm;

If the information that the Postal Service determined to be protected from disclosure due to its commercially sensitive nature were to be disclosed publicly, the Postal Service considers that it is quite likely that it would suffer commercial harm. This information is commercially sensitive, and the Postal Service does not believe that it would be disclosed under good business practice.

Competitors, which might include foreign postal operators as well as integrators, could use the targets and levels of achievement and financing information described in (3) above to assess any possible comparative vulnerabilities and to focus sales and marketing efforts on those areas, to the detriment of the Postal

Service and the foreign postal operators that signed the agreement. Additionally, foreign postal operators or other potential customers could use the information to their advantage in negotiating the terms of their own agreements with the Postal Service and other KPG members. The Postal Service considers these to be highly probable outcomes that would result from public disclosure of the redacted material.

The agreement includes specific information concerning targets and levels of achievement and financing. All of this information is highly confidential in the business world. If this information were made public, the Postal Service's competitors, and the competitors of the other postal operators that signed the agreement, would have the advantage of being able to assess the Kahala Post Group's required targets and levels of achievement for postal operators joining the Kahala Post Group. Competitors would be able to take advantage of the information when setting their own targets and levels of achievement.

Additionally, foreign postal operators or other potential customers could use such information to their advantage in negotiating the terms of their own agreements with the Postal Service. Eventually, this could freeze the Postal Service out of the expedited and parcels market.

Information in the Agreement also consists of sensitive commercial information of foreign postal operators that are members of KPG. Disclosure of such information could be used by competitors of those postal operators to develop a benchmark for the development of a competitive alternative.

Finally, information about membership fees required to join the organization and its activities is withheld on grounds that disclosure could provide insight by competing postal operators and integrators on certain costs of maintaining a similar type of association. Disclosure of such information would enable competitors to gain valuable intelligence to mimic a similar type of arrangement.

## (5) At least one specific hypothetical, illustrative example of each alleged harm;

Harm: Public disclosure of performance metrics in the enclosed agreement would provide foreign postal operators that did not sign the agreement with extraordinary negotiating power in negotiations with the Postal Service.

Hypothetical: The agreement is disclosed publicly on the Commission's website.

A postal operator that did not sign the agreement sees the information and uses the publicly available information concerning targets and levels of achievement to the Postal Service's detriment in negotiations with the Postal Service over bilateral expedited and parcel services.

Harm: Public disclosure of information in the agreement, including information concerning KPG's strategic initiatives, would be used by the Postal Service's competitors, as well as competitors of the foreign postal operators that signed the agreement.

Hypothetical: A competing international delivery service obtains a copy of the unredacted version of the agreement from the Postal Regulatory Commission's

website. The competitor analyzes the agreement to assess the foreign postal operators' and the Postal Service's targets and levels of achievement, as well as KPG's strategic initiatives. The competitor uses that information as a baseline to develop competitive alternatives.

Harm: Competitors would use performance thresholds to assess vulnerabilities and focus sales and marketing efforts to the detriment of the postal operators that signed the agreement with the intention of joining the Kahala Post Group.

Hypothetical: The information about targets and levels of achievement thresholds in the agreement is released to the public. Another delivery service's employee monitors the filing of this information and passes the information along to its sales and marketing functions. The competitor then uses this information as a concrete comparison point, advertising itself to potential customers as offering performance better than the postal operator that signed the agreement with the intention of joining the Kahala Post Group.

Harm: Competitors could use the information in the agreement to create competing associations that mimic the structure, funding, and activities of the association.

Hypothetical: Information about membership fees required to join the organization and its activities is released on the Commission's website. Through disclosure of the costs of joining the organization and its activities, competing postal operators or integrators can assess whether the expenses needed to

create a competing organization or association would be a worthwhile. If so, a competing postal operator or integrator would use the information in the agreement as a template to create a model for a competing association and lure postal operators to the competing organization with promises of lower fees and lower achievement thresholds. Further, competitors could gain valuable intelligence to assess the costs borne by the KPG operators on the administration of the association and their efforts targeted at the markets which serve as the focus of KPG activities.

## (6) The extent of protection from public disclosure deemed to be necessary;

The Postal Service maintains that the redacted portions of the materials filed non-publicly should be withheld from persons involved in competitive decision-making in the relevant markets for international expedited and parcels products (including postal operators and private sector integrators), as well as their consultants and attorneys. Additionally, the Postal Service believes that, except for foreign postal operators that already have access to this information, actual or potential customers of the Postal Service for parcels and expedited services or similar products should not be provided access to the non-public materials.

## (7) The length of time deemed necessary for the non-public materials to be protected from public disclosure with justification thereof; and

The Commission's regulations provide, at this time, that non-public materials shall lose non-public status ten years after the date of filing with the

Commission, unless the Commission or its authorized representative enters an order extending the duration of that status. 39 C.F.R. § 3007.30

(8) Any other factors or reasons relevant to support the application.

None.

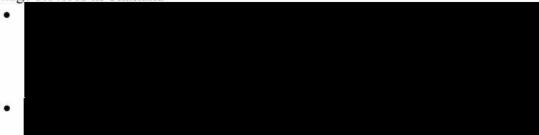
### **Conclusion**

For the reasons discussed, the Postal Service asks that the Commission grant its application for non-public treatment of the identified materials.

## AGREEMENT FOR THE ADDITION OF THAILAND POST AS A FULL MEMBER OF THE KAHALA POSTS GROUP ("KPG")

WHEREAS, Australian Postal Corporation, China Post Group, Correos y Telegrafos SAE, Groupe La Poste, Hongkong Post, Japan Post Co., Ltd., Korea Post, the Royal Mail Group, Ltd., and the United States Postal Service ("KPG Members") have joined together as the Kahala Posts Group ("KPG") and through their collaboration seek to promote customer choice and improve service options for postal express and package services, consistent with the laws that apply to them, in the Asia-Pacific, and other regions, and

WHEREAS, Thailand Post, the designated postal operator for postal express and package services in Thailand



 would like on the basis of this Agreement, and the stated Annexures, and on the Effective Date, to join with KPG Members in improving postal express and package services.

The KPG Members and Thailand Post hereby agree as follows:

#### 1. Definitions

- A. "KPG Members" means the Australian Postal Corporation, the China Post Group, Correos y Telegrafos SAE, the Groupe La Poste, Hongkong Post, Japan Post Co., Ltd., Korea Post, the Royal Mail Group, Ltd., and the United States Postal Service;
- B. "BOD" means the KPG Board of Directors:
- C. "Effective Date" means the date upon which Thailand Post's joining of KPG as a full member becomes effective, namely the date upon which the governance documents referred to in clause 4 of this Agreement are signed by Thailand Post.

2.	Thailand Post shall (in the manner and at the time agreed with the KPG Members)

3.	Between the date of payment of the joining fee and the Effective Date, the KPG Members grant Thailand Post –
	This shall cease if Thailand Post does not for any reason proceed to
4.	When Thailand Post signs the
	current versions of the KPG can be
5.	supplied to Thailand Post as requested.  Thailand Post shall:
<i>J</i> .	A. Satisfy the under the conditions specified in Annexure 1 of this Agreement of signing this Agreement and
	B. Market launch the air parcels service under the conditions specified in Annexure 2 of this Agreement.
	C. Abide by and remain compliant to Annexure 3.
6.	At such time as Thailand Post and the KPG Members execute the and an

7. In the event that Thailand Post does not execute

provided in clause 4 by 1 January 2016,

will terminate, and no

party will incur any additional liability in relation to any other party unless otherwise specified in those Agreements.

- 8. This Agreement may be entered into by counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.
- The Parties acknowledge that U.S. law may require the filing of this Agreement and supporting documentation with the U.S. Postal Regulatory Commission ("Commission") and the U.S. Department of State.

The Parties executing this Agreement other than the U.S. Postal Service (hereinafter the "counterparties") authorize the U.S. Postal Service to determine the scope of information that must be made publicly available under U.S. law to the Commission under the Commission's rules.

The U.S. Postal Service shall notify the counterparties of any such filing with the Commission on or before the date of filing.

The counterparties further understand that any unredacted portion of the Agreement or supporting or referenced information may be available on the Commission's public website, www.prc.gov, and that they have the right to address any outstanding confidentiality concerns with the Commission directly. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from public disclosure is published on the Commission's website at www.prc.gov/Docs/63/63467/Order225.pdf and at Title 39, Code of Federal Regulations, Section 3007.22. At the request of a Party, the U.S. Postal Service will provide the docket number of the Commission proceeding, if any, used in connection with this Agreement.

 This Agreement shall take effect from the date upon which it is signed by KPG members and Thailand Post and shall remain in effect for one (1) year.

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China Post Group	
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# ANNEXURE 1 TO AGREEMENT FOR THE ADDITION OF THAILAND POST TO THE KAHALA POSTS GROUP: THRESHOLDS FOR THE MARKET LAUNCH OF EMS SERVICE

## GENERAL:

1	KPG requires new members to disclose	While KPG does
2	KPG will provide	
3	KPG requires	
	EMS:	
4	KPG requires that all	
5	In principle, KPG will provide	
6	KPG requires that all new members	
7	KPG requires that each new member	
8	KPG requires the capability to access	
9	To market launch EMS guaranteed service KPG requires:	
	9.1 Demonstrated ability to attain and maintain	

9.2	Demonstrated ability to attain and maintain
9.3	Attaining a minimum of
9.4	Attaining a minimum of
9.5	Transmitting
9.6	Capturing and transmitting
9.7	Attaining a
9.8	Demonstrating ability to provide the
9.9	Demonstrating that the Guarantee Calculator
9.10	Demonstrating that
9.11	Attaining and maintaining a minimum of
9.12	Ability to capture and transmit

# ANNEXURE 2 TO AGREEMENT FOR THE ADDITION OF THAILAND POST TO THE KAHALA POSTS GROUP: THRESHOLDS FOR THE MARKET LAUNCH OF AIR PARCELS SERVICE

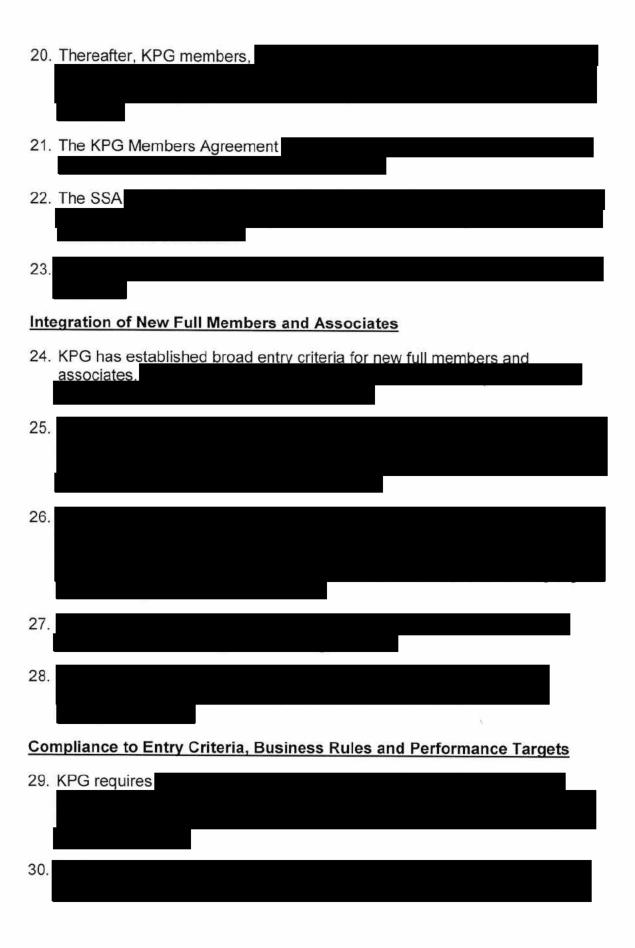
### AIR PARCELS

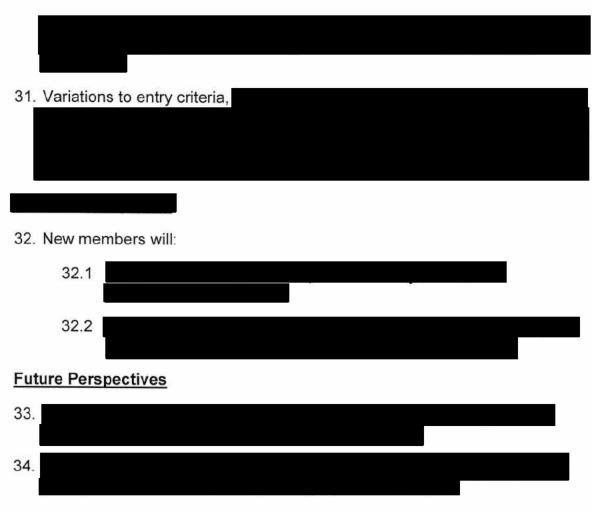
1	KPG requ	ires that	
2	To marke	t launch Air Parcels, KPG requires:	
	2.1	Demonstrated ability to attain and maintain	
	2.2	Capturing and transmitting	
	2.3	Capturing	for a minimum
	2.4	Transmitting	<i>160</i>

# ANNEXURE 3 TO AGREEMENT FOR THE ADDITION OF THAILAND POST TO THE KAHALA POSTS GROUP: GUIDING PRINCIPLES

Ge	Statement of Guiding Principles:
1.	
2.	In support of this goal, each KPG member
Me	mbership and Board Representation
3.	KPG members
4.	
5.	KPG founding members
6.	New full members
7.	New full members
8.	Associates will have
Ent	ry Fees and Disbursement
9.	New full members shall pay
10.	Associates will pay
11.	All entry fees from new members (full or associate)

12. New full members and associates will also be required to execute						
Annual Contribution and Disbursement						
13.						
14. Associate members will each						
15. Associate members'						
16. Prospective new members and associates						
17. KPG full members						
18. In the event that any member						
Acceptance Procedures for New Members						
<ol> <li>Upon acceptance by the CEO Board, the KPG members and the new full member or associate will execute an agreement to join.</li> </ol>						

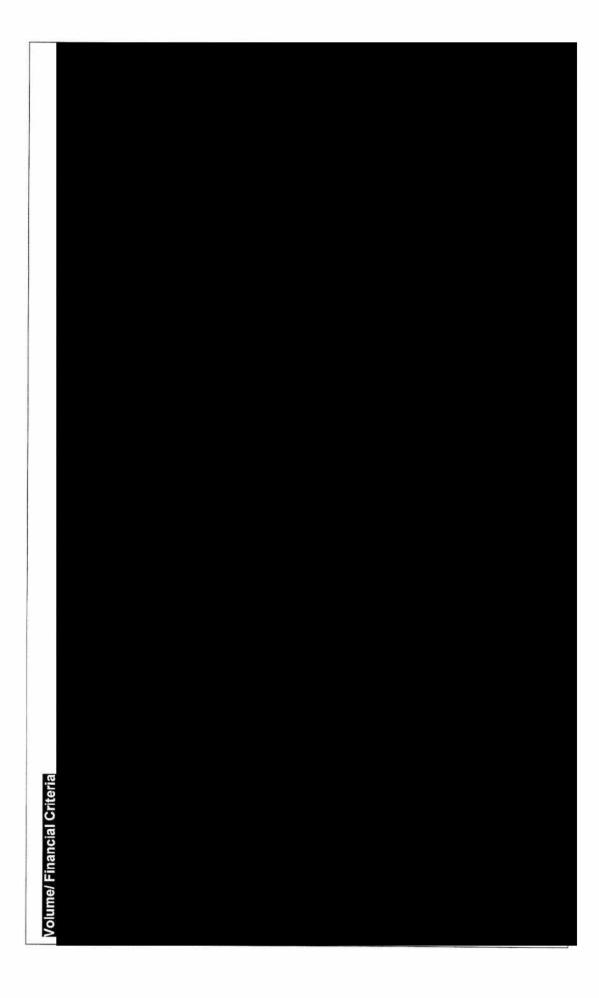


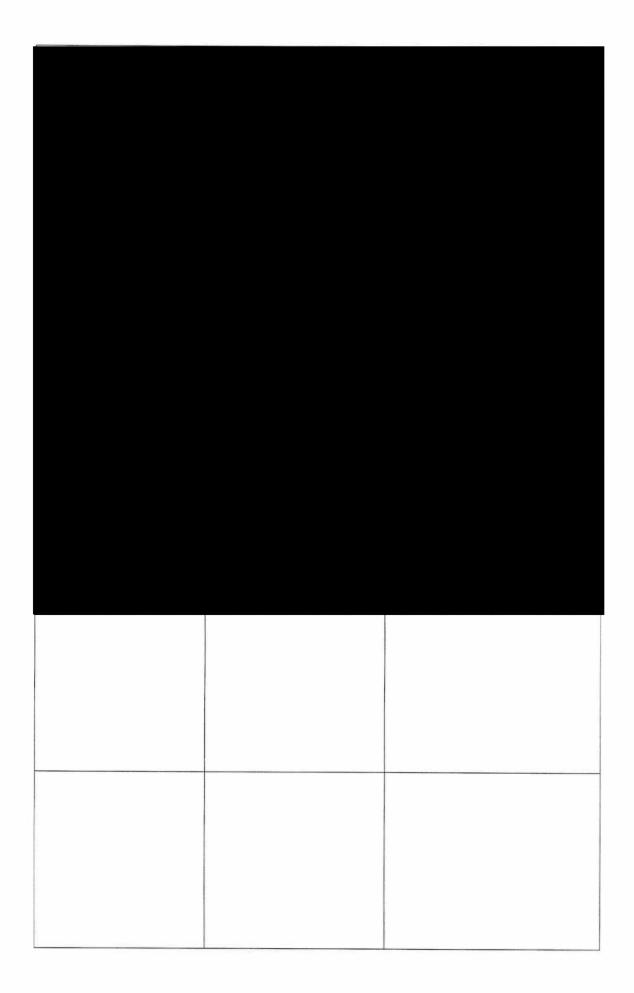


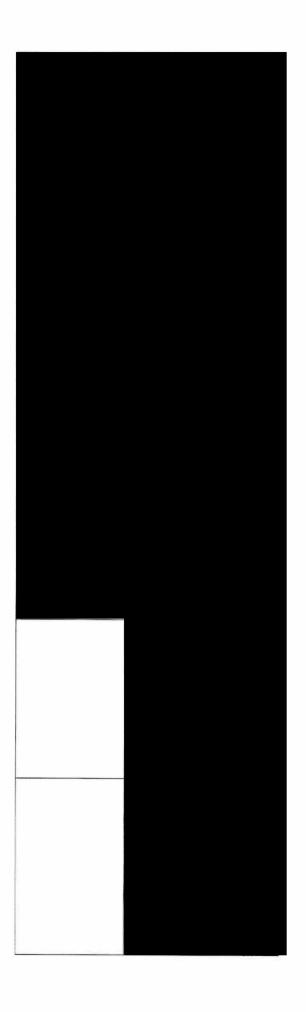
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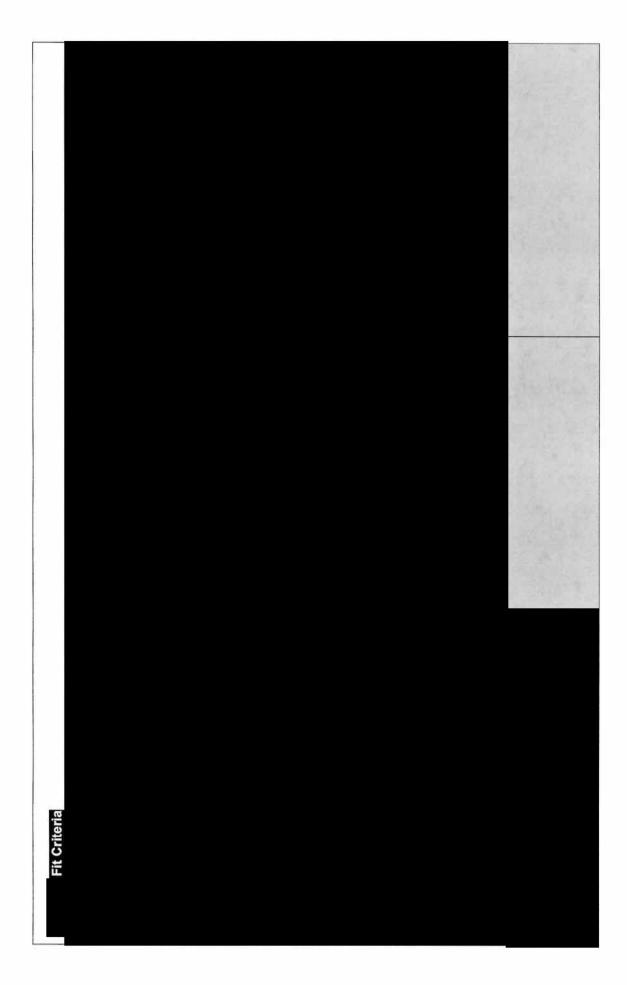
ANNEXURE 4 TO AGREEMENT FOR THE ADDITION OF [NEW MEMBER] TO THE KAHALA POSTS GROUP: DUE DILIGENCE QUESTIONNAIRE

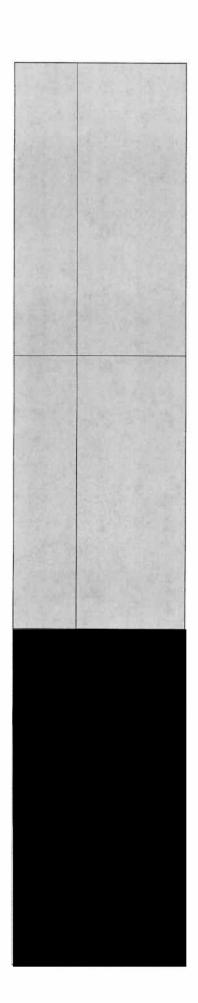
Prospective Member Response Detail/Explanation Questions Asked of Prospective Member Legal/Governance Criteria KPG ENTRY CRITERIA











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